

CONTRACT NUMBER 001, FOR THE PROVISION OF SPECIALIZED SERVICES, BETWEEN MEXICO'S SECRETARIAT OF ECONOMY (HEREAFTER "THE SECRETARIAT"), REPRESENTED BY LYDIA ANTONIO DE LA GARZA, DIRECTOR-GENERAL FOR THE MONITORING, ADMINISTRATION AND SUPERVISION OF TRADE TREATIES' COMPLIANCE (DGSASCTC), UNDER SECRETARY FOR FOREIGN TRADE (SCE), AND ON THE OTHER HAND, GREENBERG TRAUIG, LLP, REPRESENTED BY C. IRWIN PAUL ALTSCHULER IN ITS CAPACITY AS LEGAL REPRESENTATIVE, WHO SHALL HEREAFTER BE REFERRED TO AS "THE PROVIDER", IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

I. BY "THE SECRETARIAT":

I.1 That the Secretariat of Economy is a dependency of the Federal Executive Branch, as set forth in Articles 2 and 26 of the Organic Law of the Public Federal Administration, whose authority is identified in Article 34 of the same Law.

I.2 That In accordance with Articles 2(A), section II, number 33; 12, section VII; and 50, sections I, II and III, of the Internal Regulations of the Secretariat of the Economy, published in the Official Journal of the Federation on October 17, 2019, the Director-General for the Monitoring, Administration and Supervision of Trade Treaties' Compliance, Lydia Antonio De la Garza, has the powers to conclude this contract.

I.3. That the Secretariat of the Economy in accordance with the provisions of section 56 of its Policies, Bases and Guidelines on Acquisitions, Leases and Services, as well as in accordance with section VII, Proposed Procurement Procedure, as stated in **Annex 1, Justification of Procurement and Opinion of Legal Provenance**, this contract is signed by Mr. Gerardo Lameda Pérez Díaz, Trade Minister representing the Secretariat of the Economy in Washington, D.C., (Trade Office), considering that he is the public servant of the Ministry of Economy responsible for the monitoring, evaluation and operational control of this contract, until the full fulfillment of the rights and obligations agreed therein, acting in his capacity as contract manager and liaison with the "THE PROVIDER". It will also be the public servant responsible for assisting in administrative procedures.

I.4 That, to achieve its objectives, it requires the procurement of **specialized services in the United States of America (USA), on technical advice, analysis and strategy on foreign trade that serves and promotes the interests of the United Mexican States (Mexico) in that country**, as specified in **Annex 1, Justification and Opinion of Legal Provenance**, which is an integral part of this contract.

I.5 That because the services will be provided outside the national territory, and since the offices and legal representatives of "THE PROVIDER" are located abroad, specifically in Washington, D.C., the award of this contract was made under the provisions of article 16 of the Law on Acquisitions, Leasing and Public-Sector Services (LAASSP).

I.6 That it has the financial resources to carry out this contract, as accredited with the March 9, 2020, financial resources agreement 00164, as established in Article 25 of the LAASSP, issued through the Accounting and Budget System of the Secretary of Finance and Public Credit.

I.7 That for the service subject to this contract, it has the March 6, 2020 Authorization Agreement number DGSASCTC.019.03.III.2020, from the Head of the Administration and Finance Unit and the justification for the use of funds to cover the advice associated with conventions, treaties or agreements.

I.8 That the “**DGSASCTC**” address is Calle Pachuca No. 189, floor 17, Colonia Condesa, Demarcación Territorial Cuauhtémoc, Código Postal 06140, Ciudad de México, and that the “**Trade Office**” address is 1911 Pennsylvania Avenue, N.W., Washington, D.C., USA.

II. BY “**THE PROVIDER**”:

II.1. That it is a legal entity constituted, as shown in the Certificated of Incorporation number 2454503, registered by the state of New York, since December 28, 1999. (Attachment 2).

II.2. That Mr. Irwin Paul Altschuler, in his role as legal representative, has the necessary authority to enter into this contract, as evidenced by the certified power of attorney granted by Laura Metcoff Klaus, in her character as Administrative Managing Shareholder, as shown on the Certification of Administrative Managing Shareholder dated April 15, 2019. (Attachment 3).

II.3. That it has considered each one of the factors involved in providing the service, and demonstrates the technical conditions, as well as the organization and necessary elements to fulfill the obligations contained in this legal instrument.

II.4. That he knows and that he will comply with the contents of this contract.

II.5. That his legal address for all purposes of this contract is located at 2101 L Street, N.W., Suite 1000, Washington D.C. 20037.

II.6. That, under a protest of truth, he declares that it does not fall under the case of the third-to-the last paragraph of articles 50 and 60, of the LAASSP.

III. OF “**THE PARTIES**”:

III.1. It is the will of the “**DGSASCTC**” and “**THE PROVIDER**” (hereinafter “**THE PARTIES**”) to execute the present contract, and to this end they duly recognize the necessary authorities and capacities, which have not been revoked or limited in any form, by which they become obliged to each other in accordance with the following:

CLAUSES

FIRST. - OBJECTIVE

The "DGSASCTC" entrusts "THE PROVIDER" which accepts and obligates itself to grant the lending of services in the U.S., in policy and strategy of foreign trade, that addresses and promotes the interests of the Government of Mexico in that country, in order to anticipate or detect possible political and legislative problems that could affect Mexico and become a risk to the bilateral trade relationship. Through this service, the "DGSASCTC" will enrich and refine the Mexican Government's trade strategy with the U.S., paying special attention to the process of implementing the USMCA.

SECOND. - PURPOSE

It is required that "THE PROVIDER" delivers the following services:

1. In support of the United States-Mexico-Canada Agreement (USMCA) implementation process and free trade in North America, keep contact with high level decision-makers with the Administration, including among other offices, the U.S. Trade Representative (USTR), and the Departments of Commerce and Agriculture, with the U.S. Congress and state governments; and to coordinate in the U.S. working sessions and presentations by Mexican public servants at high-level meetings, as well as media meetings in strategic cities and regions, identifying a network of Mexico's allies that supports the defense of Mexico's interests in the U.S., including business agencies, civil society, associations, and interested groups and institutions specialized in political and international trade issues;
2. Provide information on the USMCA implementation process;
3. Provide technical advice and analysis to coordinate strategic positions between governments and private institutions on behalf of Mexico, and deliver timely information on the legislative process on issues that could impact the trade agenda mainly related to the USMCA implementation, as well as with the tariff measures under Section 232 of the Trade Expansion Act of 1962;
4. Monitoring and analysis of statements by senior U.S. officials on agricultural programs and U.S. trade policy at the international level, as well as written reports of briefings and hearings of congressional committees and federal agencies, that could provide relevant information on the impacts of the 2020 elections on the bilateral trade agenda; and
5. Review the special 301 intellectual property report done by the USTR, as well as follow up on the US bilateral and multilateral negotiations, and provide analysis of how current and potential US trade treaties could affect Mexico.

THIRD. - AMOUNT

The "PARTIES" agree that the total amount of the contract Will be USD\$300,000.00 (THREE HUNDRED THOUSAND DOLLARS). Which will be paid in accordance with the following clause.

FOURTH. FORM OF PAYMENT.
The payment of the provision of services is made according to the amount presented by “**THE PROVIDER**”, in U.S. dollars. The amount requested by “**THE PROVIDER**” (annex 4), is added to this agreement and is considered part of the same

Payment for the services shall be made in ten monthly payments. The first monthly payment, which will cover the period March 15 to 31, will be for USD \$15,789.00 dollars (Fifteen thousand and seven hundred and eight-nine dollars). And nine monthly payments for the period April to December 2020, for each monthly payment the amount will be USD \$31,579.00 dollars (Thirty-one thousand and Five hundred and Seventy-nine dollars)

Payments will be done at the end of each calendar month, once a timely monthly report and a monthly invoice have been submitted at the end of each month. Payments will be made monthly in arrears within 20 calendar days, once the report and the invoice has been presented to the satisfaction of the “**DGSASCTC**” and the “**Trade Office**”.

Once the payment has been approved by the “**DGSASCTC**” and the “**Trade Office**”, a bank transfer will be made to the bank account indicated by the “**THE PROVIDER**” in Annex 5.

For its review and approval, the documents mentioned in the previous paragraph will have to be delivered to the administrator, to the following email addresses:

Name	Email
Edgar Braham Herrera	edgar.braham@economia.gob.mx
Economia’s Trade Office, Embassy of México in Washington, D.C.	tradeoffice1@economia.gob.mx

“**DGSASCTC**” and the “**Trade Office**” do not authorize any form of payment in advance.

Given that procurement shall be governed by article 16 of the LAASSP, the applicable regulations will be the place of provision of the service (Washington, D.C.), so it is not applicable the granting of a guarantee provided for in article 48 of the LAASSP. However, “**THE PROVIDER**” will guarantee to have solvency to be able to respond to any claims arising out of any breach of the contract, by means of professional liability insurance policy, allowing to safeguard the interests of the “**DGSASCTC**”.

In accordance with the rules determined by the Ministry of Finance and Public Credit, the billing received after the end of the 2020 budget year 2020, will be paid as actually accrued, in accordance with the corresponding budgetary rules through the payment system of Debits of Previous Fiscal Exercises (ADEFAS) and the provisions of the Directorate General of Programming, Budget and Accounting of “**THE SECRETARIAT**”.

FIFTH. - DURATION

This contract shall be valid from March 15 to December 31, 2020.

1. **"THE PROVIDER"** must comply with all the **"Trade Office"** requests related to the services, and also attend all the requests made by the **"DGSASCTC"** through the **"Trade Office"**. Response to these requests could be made by providing information through a phone call, by an email, or by any other means accepted by the **"DGSASCTC"** and the **"Trade Office"**.

2. The deadlines for performing the services, opinions, analyses or other types of actions shall be defined by the officials of the "Trade Office," after validation of the "DGSASCTC", and will be made known to the **"THE PROVIDER"** of the service through electronic and/ or written communications. In addition, the implementation of the activities will be subject to approval by the "DGSASCTC", after review and validation of the **"Trade Office"**.

3. **"THE PROVIDER"** shall consider that, if required, will travel to Mexico to address any issue linked to the service.

4. In conformity with Clause FORTH, **"THE PROVIDER"** must submit a monthly report of all the services done during that month. The monthly report should include the following Information:

	Date	Subject	Description of the service provided	Specialist who provided the service	Official who requested the service
1	m/d/year			Name	Name

All above mentioned documents must be sent to the **"Trade Office"** at the following address, 1911 Pennsylvania Ave. N.W., Washington, D.C. 20006, from 9:00 a 18:00 hours.

Documents should be send by email to the Administrator to the following email addresses:

Name	Email
Edgar Braham Herrera	edgar.braham@economia.gob.mx
Economia's Trade Office, Embassy of México in Washington, D.C.	tradeoffice1@economia.gob.mx

SEVENTH. - OBLIGATIONS of the **"DGSASCTC"** and the **"Trade Office"**

1. Provide all the authority necessary for **"THE PROVIDER"** to carry out its services under the agreed terms.

2. Make the corresponding payment in a timely manner for the services contracted.

EIGHTH. - INDUSTRIAL PROPERTY

“**THE PROVIDER**” assumes total responsibility in the event that providing the services of this contract infringes on patents, trademarks or violates other industrial copyright on a national or international level

NINTH. - INTELLECTUAL PROPERTY

“**THE PROVIDER**” accepts that it renounces those rights of authorship of other exclusive rights, which result from the provision of services relevant to this instrument that invariably should be constituted in favor of the Mexican Government.

TENTH. - CONFIDENTIAL INFORMATION

“**THE PARTIES**” agree that the information pursuant to this agreement, as well as all the information that the “**DGSASCTC**” and the “**Trade Office**” submits to “**THE PROVIDER**” are confidential, such that “**THE PROVIDER**” is bound not to provide it to third parties, including after termination of this agreement. In this regard, “**THE PROVIDER**” undertakes to keep the confidentiality required, with the understanding that it is not allowed to disseminate information to third parties, without express authorization by the “**DGSASCTC**” and the “**Trade Office**” officials, even after the rescission or termination of services, without prejudice to the administrative, civil and penal sanctions that could have place.

ELEVENTH. - ASSIGNMENT OF RIGHTS

“**THE PROVIDER**” shall not assign all or part of the rights and obligations under this contract, in favor of any other person or entity, except for the receivables, in which case it must have the prior approval in writing from the “**DGSASCTC**”.

TWELFTH. - QUALITY OF THE SERVICES

“**THE PROVIDER**” remains obligated before “**DGSASCTC**” and the “**Trade Office**” to answer for the quality of the services, just as with every responsibility that it has incurred, in the terms indicated in the present contract and that which is set forth in the applicable US law.

THIRTEEN. - LABORAL RELATION

“**THE PROVIDER**” acknowledges and accepts being the sole employer of the personnel providing services under this contract, as well as the party responsible for the obligations arising out of the legal and other requirements on labor and social security. Likewise, the PROVIDER agrees to respond to all the claims that its personnel present against it in relation to the services that are the subject of this contract.

FOURTEEN. - EXCEPTION OF OBLIGATIONS

FIFTEEN. - ANTICIPATED TERMINATION

"DGSASCTC" shall be authorized to make an anticipated termination of the contract any time, which it may if it is in its interest and functions or when for justified cause the services originally contracted for are no longer required. In these circumstances, "THE PROVIDER" will be reimbursed the services and expenses it has incurred.

SIXTEEN. - CAUSES FOR TERMINATION OF CONTRACT

"DGSASCTC" may rescind this contract without the need of a legal declaration, if "THE PROVIDER" is liable in any of the following cases:

1. For unjustified suspension of services.
2. If the PROVIDER subcontracts the services agreed under this contract, unless previous written authorization by "DGSASCTC"
3. In general, when there is a partial or complete breach of the obligations stated on this contract.

SEVENTEEN. - TERMINATION PROCEDURE

"DGSASCTC" may terminate this contract, it being sufficient to provide a written communication, without judicial declaration, granting "THE PROVIDER" a time limit of 5 (five) business days from the date of his receiving the communication to provide an answer. If "THE PROVIDER" fails to answer or if after analyzing the reasons put forward, "DGSASCTC" decides that the response is not satisfactory, the decision shall be implemented, there will be a notification to "THE PROVIDER" and the competent authorities within 15 (fifteen) days after the issue date of this resolution.

EIGHTEEN. - ALTERNATIVE TO CONTRACT

The PARTIES agree that if the assumptions stated in clause SIXTEEN occurred, "DGSASCTC" could hire another PROVIDER to guarantee the continuation of the services establishes under this contract.

NINETEEN. - TERMINATION OF CONTRACT BY THE PROVIDER

"THE PROVIDER" could terminate this contract, by a judicial statement by the corresponding authority, when "DGSASCTC" fails to meet two or more monthly payments without a justified cause.

TWENTIETH. - PAYMENTS IN EXCESS

If **"THE PROVIDER"** receives a payment, from **"DGSASCTC"**, which exceeds the amount due, **"THE PROVIDER"** shall return the balance due and interest rates that may apply, in accordance to the applicable legislation in Washington, D.C.

TWENTY-ONE. - APPLICABLE LAW

This Contract shall be governed and interpreted in accordance with the laws of Washington, D.C., or the US federal law.

TWENTY-TWO. - DISPUTES AND INTERPRETATION

For the interpretation and execution of this contract, **THE PARTIES** agree to submit to the jurisdiction of the Federal Tribunals of Washington, D.C., expressly renouncing to the jurisdiction that would normally correspond to them based on their present or future domicile or any other corresponding matter.

As mentioned above, **THE PARTIES**, state they agree and aware of the consequences, value and legal scope of each and every one of the stipulations set forth in this contract, by which they ratify and sign this contract in Washington, D.C., on March 15, 2020.

FOR THE **"DGSASCTC"**

Mtra. Lydia Antonio De la Garza

FOR **"THE PROVIDER"**

Irwin Paul Altschuler

FOR THE **"TRADE OFFICE"**

Gerardo Lameda Díaz Pérez